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March 19, 2002

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VIA FACSIMILE AND FEDERAL EXPRESS

Gregory R. Baker, Esquire
Susan Kay, Esquire
Office of the General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: In the Matter of Friends of Ronnie Shows and Cecil Brown, as treasurer,
Matter Under Review 5017 and 5205

Dear Mr. Baker and Ms. Kay:

This firm represents Cecil Brown, a designated respondent in the captioned Federal Election Commission ("FEC") Matters Under Review (together, the "MUR"). In addition to being a member of the Mississippi House of Representatives, Mr. Brown is a certified public accountant and formerly (i) chief executive officer of a firm of certified public accountants, (ii) State Fiscal Officer, (iii) Executive Director of the Department of Finance & Administration and (iv) Chief of Staff for the Governor. Since 2000, Mr. Brown has also served as the treasurer of Friends of Ronnie Shows (the "Shows Committee"). In that capacity Mr. Brown learned of the MUR for the first time yesterday.

The Shows Committee is the second named respondent in the MUR. My client has been furnished a copy of a draft Conciliation Agreement (the "Agreement") which, if executed by the FEC, would appear to resolve the MUR. The Agreement outlines an alleged course of conduct by the Shows Committee during the 1998 Congressional campaign. During that election cycle the Agreement asserts that "Respondents" [the Shows Committee and Mr. Brown] committed a number of violations of the federal election laws. Those violations include: accepting excessive contributions from individuals; accepting prohibited corporate contributions; accepting proscribed cash contributions; and failing accurately to report the record of such contributions to the FEC.

Mr. Brown has no objection to – or even first-hand knowledge of – the substance of the allegations contained in the Agreement that are directed toward the Shows Committee. Mr. Brown, does, however, specifically and vigorously object to any allegation that is directed toward him. His objections begin (but do not end) with the second sentence of the Agreement, which states in its

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entirety that "[t]he Commission found reason to believe Friends of Ronnie Shows and Cecil Brown, as treasurer violated 2 U.S.C. §§ 441a(f), 441f, 441b(a), 441g and 434(b)." With all respect, that statement is without a basis in fact. Mr. Brown did not serve as treasurer of the Shows Committee in 1998. As noted above, he assumed that position in 2000 and had no official role in the Shows Committee until being designated treasurer.


More fundamentally, Mr. Brown objects because he was never afforded a copy of the Agreement nor advised of its terms until it had been executed by Ellen Weintraub, an attorney at Perkins & Coie, purportedly on his behalf. FEC's regulations require "a letter of representation signed by the respondent" before FEC staff is authorized to negotiate with counsel for such respondent. See 11 C.F.R. § 111.23. Mr. Brown never executed such a letter. The Statement of Designation of Counsel executed by the Shows Committee, which did name Ms. Weintraub, does not include Mr. Brown as a signatory. I have enclosed a copy of that document with this letter.

In sum, Mr. Brown had no knowledge of, or role in, the 1998 activities of the Shows Committee. For that reason, the FEC lacks a factual predicate for the allegations of wrongdoing on his part contained in the Agreement. Moreover, to the extent that the FEC negotiated and drafted the Agreement based on the assumption that Mr. Brown was represented in that process, it erred in that assumption. Before the MUR is resolved in a manner adverse to Mr. Brown, he has a constitutional right to be heard. Because the FEC has acted without regard to his rights or his interests, he objects to the Agreement. His objections can be cured if the FEC deletes his name from the Agreement.

Please let me know if you have any questions about this letter.

Sincerely yours,

McGLINCHEY STAFFORD, PLLC



Wilton J. Johnson, III

WJJ:cs
Enclosure

cc: Ellen Weintraub, Esquire
Mr. Cecil Brown

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